END USER'S LICENSE AGREEMENT

The software that is subject to this End User's License Agreement (EULA) is licensed, not sold, to you ("you," "your" or "Licensee") by VCOM, a division of Avanquest North America Inc. d/b/a V Communications ("VCOM").

Before you use the Licensed Software, please read this EULA as carefully as you would read any other legal document. If you do not agree with all of the terms and conditions of this EULA, do not use the Licensed Software and return it within 90 days of purchase in accordance with the procedure set forth in the Money Back Guarantee section below for a full refund. Your installation or use of the Licensed Software means that you have read and agree to all of the terms and conditions of this License, as well as the terms and conditions of our Privacy Policy (which is posted on our website for the Licensed Software and governs our use of any registration data and other information that you may provide to us).

This EULA contains a Dispute Resolution and Arbitration Provision (as set forth below, "Provision"), including a Class Action Waiver that affects your rights under this EULA, with respect to "Disputes" (as defined below) you may have with VCOM. You may opt out of the binding individual arbitration and class action waiver as provided below.

LICENSE TERMS

CONTENTS

The "Licensed Software" includes all of the contents of the files, disk(s), CD-ROM(s), DVDs, or other media for which this EULA is provided, including:

- (1) third-party computer information or software that VCOM has licensed for inclusion in the Licensed Software;
- written materials or files relating to the Licensed Software ("Documentation");
- (3) fonts; and
- (4) upgrades, modified versions, updates, additions, and copies of the Licensed Software, if any (collectively, "Updates").

Copyright

Introduction to Fix-It Utilities

Copyright @1998-2012 Avanquest North America Inc.

All Rights Reserved.

Recovery Commander and SMART Disk Check are trademarks or registered crademarks of Ayanquest North America Inc. Ayanquest and the Ayanquest logo are registered trademarks of Ayanquest Software S.A. Fix-It is used under license from Musick International, Inc.

Adobe and Reader are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries. Google is a trademark of Google Inc. Intel and Pentium are trademarks of Intel Corporation in the U.S. and other countries. Bing, Microsoft, Windows, Internet Explorer, ActiveX, Outlook, Windows Vista, DirectX and the Windows logo are trademarks or registered trademarks of Microsoft Corporation in the United States and/or other countries. Mozilla and Thunderbird are registered trademarks of the Mozilla Foundation. Yahool is a registered trademark of Yahool Inc. All other trademarks are the property of their respective owners.

The information in this document is subject to change without notice. Companies, names, and data used in examples herein are fictitious unless otherwise noted. No part of this document may be reproduced, transmitted, transcribed, stored in a retrieval system, or translated into a language or computer language, in any form by any means, electronic, mechanical, optical, chemical, manual, or otherwise, for any purpose, without the express written permission of Avanquest North America Inc.

NSTALLATION, ACTIVATION AND SUBSCRIPTION.

Unless Licensee has purchased a Site Licensee Agreement, Licensee may only install and/or use one copy of the Licensed Software pet user license included with the Licensed Software. To determine how many user licenses were included with the Licensed Software, Licensee should consult the Licensed Software packaging or, in the case of Licensed Software purchased via electronic download, Licensee's order receipt. If you desire additional user licenses for the Licensed Software, you may purchase them on the user sorlar at website for the prices designated on such website. Licensee shall be solely responsible for all expenses incurred in Licensee's installation of the Licensed Software.

The Licensed Software contains technological measures that are designed to prevent its unlicensed or illegal use. The Licensed Software may contain enforcement technology that limits Licensee's ability to install and uninstall the Licensed Software on a machine to no more than a finite number of times, and for a finite number of machines, to ensure that you comply with the terms of this EULA and do not exceed the maximum number of user licenses you have purchased.

The Licensed Software may require activation as explained during installation and in the Documentation. Such activation may require that you submit a serial number and register an account with us. (Note that if you are installing a trial version of the Licensed Software, you may not need a serial number to activate it, but we may limit the length of time for which you may use the Licensed Software and/or the scope of the Licensed Software Functionality.) If activation is required and not completed within the finite period of time set forth in the Documentation and/or explained during installation, then the Licensed Software will cease to function until activation has been completed, at which time functionality will be restored. If Licensee has any problem with the activation process, Licensee should contact VCOM customer support.

Licensee must obtain a subscription from VCOM in order to access and use the Licensed Software. Please consult the Licensed Software packaging or, in the case of Licensed Software purchased via electronic download, Licensee's order receipt, to determine the subscription length that was included with the Licensed Software. You may renew your subscription by accessing the online user portal using the link contained in the Licensed Software.

If at any time the subscription to the product becomes inactive, we reserve the right to limit or completely prohibit all use of the product.

INTERNET ACCESS,

The Licensed Software requires an internet connection to be available at all times or the Licensed Software may cease to function. See the specific provisions below that disclaim warranties and limit our liability based on internet service interruptions and unavailability.

COPIES.

Licensee may only make one copy of the Licensed Software for backup or archival purposes only, except that the Documentation may not be duplicated.

TRANSFER.

Licensee may not sell, assign, sublicense, rent, lease, lend or otherwise transfer the Licensed Software or the License granted by this EULA without prior written consent of VCOM.

Пį

The License granted by this EULA is non-exclusive. Licensee may not use the Licensed Software except as expressly permitted by this License.

PROHIBITED USES.

- (1) Licensee may not modify, alter, adapt or translate all or any portion of the Licensed Software;
- (2) Licensee may not create any derivative works from all or any portion of the Licensed Software;
 (3) Licensee may not reverse-engineer, decompile, disassemble, or otherwise
 - attempt to discover the source code of the Licensed Software;

 (4) Licensee may not use a previous version of the Licensed Software after receiving a media replacement or upgraded version as a replacement to a
- (5) Licensee may not use the Licensed Software in the operation of aircraft, ship, nuclear facilities, life-support machines, communication systems, or

prior version (in such case you must destroy the prior version);

any other equipment in which the failure of the software could lead to personal injury, death, or environmental damage;

- (6) Licensee may not remove or obscure VCOM's copyright or trademark notices, or the copyright and trademark notices of third parties that VCOM has included in the Licensed Software; and
- (7) Licensee may not use the Licensed Software to host applications for third parties, as part of a facility management, timesharing, service provider, or service bureau arrangement; and
- (8) Licensee may not use the Licensed Software in any manner not authorized by this EULA.

SOFTWARE UPDATES

If the Licensed Software is an Update to a previous version, Licensee must possess a valid License to the previous version. Any Update provided to Licensee is made on a License-exchange basis such fint Licensee agrees, as a cudition for receiving an Update, that Licensee will terminate all of Licensee's rights to use any previous version of the Licensed Software. However, Licensee may continue to use the previous version only to assist in transitioning to the Updated version. Once an Update has been released, VCOM may cease support for prior versions, without any notice to Licensee.

CONTENT UPDATES.

VCOM may provide Updates to the content of some of its software from time to time, including but not limited to URL lists, rules, and updated vulnerability data. These types of Updates are collectively referred to as "Content Updates." VCOM may, at its discretion and without notice, add, modify or remove features, including Content Updates, from the Licensed Software at any time.

SUPPORT.

VCOM is not obligated by this EULA to provide Licensee with any technical support services relating to the Licensed Software; however, Licensee may order additional support services for an additional charge as VCOM may offer from time to time during the term of this EULA.

DISPUTE RESOLUTION AND ARBITRATION,

This provision facilitates the prompt and efficient resolution of any Disputes that may arise between you and VCOM. Arbitration is a form of private dispute resolution in which persons with a dispute waive their rights to file a larwestit, to proceed in court and to a jury trial, and instead submit their disputes to a neutral third person (or arbitrator) for a binding decision. You have the right to opt-out of this Provision (as explained below), which means you would retain your right to litigate your Disputes in a court, either before a judge or jury.

Please read this Provision carefully. It provides that all Disputes between you and VCOM (as defined below, for this Provision) shall be resolved by binding arbitration. Arbitration replaces the right to go to court. In the absence of this arbitration agreement, you may otherwise have a right or opportunity to bring claims in court, before a judge or jury, and/or participate in or be represented in a case filled in court by others (including, but not limited to, class actions). Except as otherwise provided, entering into this agreement constitutes a waiver of your right to litigate claims and all opportunity to be heard by a judge or jury. There is no judge or jury in arbitration, and court review of an arbitration award is limited. The arbitrator must follow this agreement and can award the same damages and relief as a court (including attorneys' fees).

For the purpose of this Provision, "VCOM" means VCOM and its parents, subsidiary, and affiliate companies, and each of their respective officers, directors, employees, and agents. The term "Dispute" means any dispute, claim, or controversy between you and VCOM regarding any aspect of your relationship with VCOM, whether based in contract, statute, regulation, ordinance, tort (including but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equivable theory, and includes the validity, enforceability of scope of this Provision (with the exception of the enforceability of the Class Action Weiver clause below). "Dispute" is to be given the broadest possible meaning that will be enforced.

WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL DISPUTES, AS DEFINED ABOVE, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT IN ACCORDANCE WITH THIS PROVISION.

Pre-Arbitration Claim Resolution. For all Disputes, whether pursued in court or arbitration, you must first give VCOM an opportunity to resolve the Dispute. You must commence this process by mailing written notification to VCOM, Legal Department, 23801 Calabasas Road, Calabasas, California 91302. That written notification must include (1) your name, (2) your eddress, (3) a written description of your Dispute, and (4) a description of the specific relief you seek. If VCOM does not resolve the Dispute writin 45 days after it receives your written notification, you may pursue your Dispute in a court only under the circumstances described below.

Exclusions from Arbitration/Right to Opt Out. Notwithstanding the above, you or VCOM may choose to pursue a Dispute in court and not by arbitration if (a) the Dispute qualifies, it may be initiated in small claims court, or (b) YOU OPT-OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST CONSENT TO THIS AGREEMENT (the "Opt-Out Deadline"). You may opt out of this Provision by mailing written notification to VCOM, Legal Department, 23801 Calabasas Road, Calabasas, California 91302. Your written notification must include (1) your name, (2) your address, and (3) a clear statement that you do not wish to resolve disputes with VCOM through arbitration. Your decision to opt-out of this Provision will have no adverse effect on your relationship with VCOM. Any opt-out request received after the Opt-Out Deadhine will not by valid and you must pursue your Dispute in arbitration or small claims court.

Arbitration Procedures. If this Provision applies and the Dispute is not resolved as provided above ("Fre-Arbitration Claim Resolution") either you or VCOM may initiate arbitration proceedings. JAMS, www.jamsadr.com, will arbitrate all Disputes, and the arbitration will be conducted before a single arbitrator. The arbitration shall be commenced as an individual arbitration, and shall in no event be commenced as a class arbitration. All issues shall be for the arbitrator to decide, including the scope of this Provision.

The JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Recommended Arbitration Discovery Protocols For Domestic, Commercial Cases will apply. The JAMS rules are available at www.jamsadr.com or by calling 1-800-352-5267. This Provision governs in the event it conflicts with the applicable arbitration rules. Under no circumstances will class action procedures or rules apply to the arbitration.

Because this EULA and the Licensed Software concern interstate commerce, the Federal Arbitration Act ("FAA") governs the arbitrability of all Disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of limitations or condition precedent to

Arbitration Award. The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law, and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Such award will be final and binding on the parties, except for any right of appeal provided by the FAA, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

Location of Arbitration. You or VCOM may initiate arbitration in either Los Angeles, California or the federal judicial district that includes the address you provide in your written notification of Pre-Arbitration Claim Resolution. In the event that you select the federal judicial district that includes the address you provide in your written notification of Pre-Arbitration Claim Resolution, VCOM may transfer the arbitration to Los Angeles, California in the event that it agrees to pay any additional fees or costs you incur as a result of the transfer, as determined by the arbitrator.

Payment of Arbitration Fees and Costs. VCOM will pay all arbitration filing fees and arbitrator's costs and expenses upon your written request given prior to the commencement of the arbitration. You are responsible for all additional fees and costs that you incur in the arbitration, including, but not limited to, attorneys or expert witnesses. Fees and costs may be awarded as provided pursuant to applicable law. In addition to any rights to recover fees and costs under applicable law, if you provide notice and negotiate in good faith with VCOM as provided in the section above titled "Pre-Arbitration Claim Resolution" and the arbitrator concludes that you are the prevailing party in the arbitration, you will be entitled to recover reasonable attorney's fees and costs as determined by the arbitrator.

Class Action Waiver. Except as otherwise provided in this Provision, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action or private attorney general action) unless both you and VCOM specifically agree to do so following initiation of the arbitration. If you choose to pursue your Dispute in court by

opting out of this Provision, as specified above, this Class Action Waiver will not apply to you. Neither you, nor any other user of the Licensed Software can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt-out requirements above.

Jury Waiver. You understand and agree that by entering into this agreement you and VCOM are each waiving the right to a jury trial or a trial before a judge in a public court. In the absence of this Provision, you and VCOM might otherwise have had a right or opportunity to bring Disputes in a court, before a judge or jury, and/or to participate or be represented in a case filed in court by others (including class actions). Except as otherwise provided below, those rights are waived. Other rights that you would have if you went to court, such as the right to appeal and to certain types of discovery, may be more limited or may also be waived.

Severability. If any clause within this Provision (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this Provision, and the remainder of this Provision will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire Provision will be unenforceable and the Dispute will be decided by a court.

Review by Arbitrator. Any dispute regarding this Provision, including the enforceability of this Provision or the arbitrability of any Dispute as provided in this Provision, shall be for the arbitrator.

Continuation. This Provision shall survive the termination of your use of the Licensed Software and any related VCOM websites or services.

IMITED WARRANTY ON MEDIA

VCOM warrants that the media on which the Licensed Software is distributed will be free from material defects for a period of 30 days from the date the Licensed Software is delivered to Licensee. If Licensee discovers a defect in the media during this 30-day period, Licensee may return the defective media to VCOM, and Licensee's sole remedy is to have either the defective media to VCOM, and Licensee's sole option, a refund of the money that Licensee paid for the Licensee Sole option, a refund of the money

NO WARRANTY ON LICENSED SOFTWARE

THE LICENSED SOFTWARE (EXLUDING THE MEDIA ON WHICH IT MERCHANTABILITY, INTEGRATION, SATISFACTORY QUALITY, OR RELATED VCOM WEBSITES OR SERVICES; QUALITY OR ACCURACY OF ANY INFORMATION OBTAINED FROM OR AVAILABLE THROUGH USE OF THE LICENSED SOFTWARE OR RELATED VCOM WEBSITES OR SERVICES; ANY REPRESENATION OR WARRANTY THAT THE USE OF THE LICENSED SOFTWARE OR SERVICES ARE PROVIDED TO LICENSEE "AS IS" AND "AS AVAILABLE," AND VCOM AND ITS SUPPLIERS AND LICENSORS INTERNET FALLURE OR OTHERWISE), ERROR-FREE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR OPERATE ON UNINTERRUPTED OR ALWAYS AVAILABLE (WHETERER DUE TO WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE, OR FITNESS FOR ANY PARTICULAR PURPOSE, EXCEPT FOR, AND EXCLUDED OR LIMITED BY APPLICABLE LAW IN LICENSEE'S MAKE NO WARRANTY AS TO THEIR USE OR PERFORMANCE. WARRANTIES OR REPRESENTATIONS (EXPRESS OR IMPLIED, S DISTRIBUTED) AND ALL VCOM RELATED WEBSITES AND SOFTWARE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, OTHERWISE) AS TO ANY MATTER INCLUDING WITHOUT LIMITATION: QUALITY, AVAILABILITY, PERFORMANCE OR ONLY TO THE EXTENT, THAT A WARRANTY MAY NOT BE FUNCTIONALITY OF THE LICENSED SOFTWARE OR ANY OR WITH ANY PARTICULAR HARDWARE, PLATFORM OR ANY RELATED VCOM WEBSITES OR SERVICES WILL BE VCOM AND ITS SUPPLIERS AND LICENSORS MAKE NO URISDICTION

LIMITATION OF LIABILITY.

IN NO EVENT WILL VCOM, OR VCOM'S SUPPLIERS OR
LICENSORS, BE LIABLE TO LICENSEE FOR ANY DAMAGES,
CLAIMS, OR COSTS WHATSOEVER, OR FOR ANY
CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, PUNATIVE,
INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST
SAVINGS (INCLUDING WITHOUT LIMITATION THOSE BASED ON
THE USE OR THE INABILITY TO USE THE LICENSED SOFTWARE
OR ANY VCOM RELATED WEBSITES OR SERVICES), EVEN IF A
REPRESENTATIVE OF VCOM OR ONE OF VCOM'S SUPPLIES OR
LICENSORS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH

LOSS, DAMAGES, CLAIMS, OR COSTS, OR FOR ANY CLAIM BY ANY THIRD PARTY. THESE LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSESS JUNESDICTION. IN ANY CASE, THE AGGREGATE LIABILITY OF VCOM, AND VCOMS SUPPLIERS, UNDER OR IN CONNECTION WITH THE BULLS, SHALL BE LIMITED TO THE AMOUNT PAID FOR THE LICENSED SOFTWARE, IF ANY.

有可能要 有事的情報をはるす

ADDITIONAL TERMS FOR BETA SOFTWARE.

If the Licensed Software that Licensee receives with this EULA is pre-commercial release or "BETA" software ("Fre-release Software"), then, to the extent that any provision in this section is in conflict with any other term or condition in this EULA, this section supersedes such conflicting term(s) and condition(s) as to the Pre-release Software, but only to the extent necessary to resolve the conflict.

Licensee acknowledges that the Pre-release Software does not represent the final product from VCOM, and may centain bugs, errors, and other problems that could cause system or other failures and data loss. Consequently, VCOM disclaims any warranty or liability obligations to Licensee of any kind whatsoever.

IN APPLICABLE JURISDICTIONS WHERE LIABILITY CANNOT BE SO EXCLUDED FOR PRE-RELEASE SOFTWARE, BUT MAY BE LIMITED, VCOM'S LIABILITY, AND THAT OF ITS SUPPLIERS, SHALL BE LIMITED TO THE TOTAL OF FIFTY DOLLARS (U.S. \$50.00).

Licensee acknowledges that VCOM has not promised or guaranteed to Licensee that the Pre-release Software will be amounced or made available to anyone in the future, and that VCOM has no express or implied obligation to Licensee to amounce or introduce the Pre-release Software. VCOM may decide not to introduce a product similar to, or compatible with the Pre-release Software. Accordingly, Licensee acknowledges that any research or development that Licensee performs regarding the Pre-release Software, or any product associated with the Pre-release Software, is done entirely at Licensee's own risk.

During the term of this EULA, if requested by VCOM, Licensee will provide feedback to VCOM regarding testing and use of the Pre-release Software, including error or bug reports.

If Licensee has been provided the Pre-release Software pursuant to a separate written agreement, then Licensee's use of the Pre-release Software is also governed by that agreement. Notwithstanding anything in this BULA to the contrary, if Licensee is located outside the United States, Licensee will return or destroy all unreleased versions of the Pre-release Software within 30 days of the completion of Licensee's testing of the Pre-release Software if that date is earlier than the date scheduled for VCOM's first commercial shipment of the publicly released (commercial) software.

MONEY-BACK GUARANTEE.

showing price paid (copy accepted). On a piece of paper, please provide your you are not completely satisfied with the Licensed Software, return it directly first and last name, address (including street, city, state and zip code), phone packages are required to have a valid tracking number. In the event that a package gets lost or misplaced, VCOM can only credit customers who have a product will not be refunded by VCOM. Sales tax charged by retailer will not Without limiting any of the above provisions, if within 90 days of purchase, print materials from inside product box and your original dated store receipt the product. Send materials via a traceable method to: Returns Department, request Delivery Confirmation. A full refund will not be given if any of the be refunded by VCOM. Sales tax charged for Licensed Software purchased at www.vcom.com is fully refundable. All refunds will be made via check. to VCOM for your money back. To receive a full refund from VCOM you number, email address and a brief explanation as to why you are returning VCOM, 15001 Meridian Parkway A, Riverside, CA, 92518. All returned must return the product box with the UPC bar code still intact, disc(s), all not be given. Shipping and/or handling charges for returned sending your package via U.S. Postal Service's Media Mail Service and tracking number showing proof of delivery to VCOM. We recommend missing any of the aforementioned materials will be destroyed. Partial aforementioned materials are not returned to VCOM. Return requests refunds will

SURVIVAL OF DISCLAIMERS.

The exclusions of warranties and liability limitations shall survive the termination of this EULA, howsoever caused; but this survival shall not imply or create any continued right to use the Licensed Software after termination of this EULA.

EXPORT RULES.

4.000 Per 1.000 Per

Licensee shall not ship, transfer, or export Licensed Software into any country or use Licensed Software in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions, or regulations (collectively the "Export Laws.") If the Licensed Software is identified as export controlled items under the Export Laws, Licensed represents and warrants that Licensee, and Licensee's employees who will use the Licensed Software are not a citizen, or otherwise located within, an nation embargoed by the United States (including without limitation: Iran, Syria, Sudan, Cuba, Libya and North Korea), and that Licensee, and Licensee's employees who will use the Licensed Software, are not otherwise prohibited under the Export Laws from receiving the Software. All rights to use the Licensed Software are granted on condition that Licensee complies with the Export Laws, and all such rights are forfeited if Licensee fails to comply with the Export Laws.

GOVERNING LAW, VENUE AND JURISDICTION.

This EULA is subject to, and will be governed by and construed in accordance with the substantive laws in force of the State of California. Except as provided in the "Dispute Resolution and Arbitration, Provision, any action arising under, relating to or connected with this EULA or the use of the Licensed Software will be filed only in an appropriate court located in Los Angeles County, California, and the parties irrevocably consent and submit to the exclusive personal jurisdiction of such courts for such purposes. This EULA will not be governed by the conflict of law rules of any jurisdiction, or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

INTELLECTUAL PROPERTY OWNERSHIP.

The Licensed Software and any authorized copies that Licensee makes are the intellectual property of, and are owned by, VCOM, and by third parties whose intellectual property has been licensed by VCOM. The structure, organization, and code of the Licensed Software are the valuable trade secrets and confidential information of VCOM and such third parties. The Licensed Software is protected by law, including without limitation, the copyright laws of the United States and other countries, and by international treaty provisions. Except as expressly provided in this BULA, Licensee is not granted any intellectual property rights in the Licensed Software.

RESERVATION OF RIGHTS

VCOM reserves all rights not expressly granted to Licensee by this EULA. The rights granted to Licensee are limited to VCOM's intellectual property rights, and to the intellectual property rights of third parties licensed by VCOM, All rights are reserved under the copyright laws of the United States. VCOM; 15001 Meridian Parkway, Suite A; Riverside, CA 92518.

COMPLETE AGREEMENT and BINDING BFFECT.

This EULA constitutes the entire agreement between the Licensee and VCOM relating to the Licensed Software, and it supersedes all prior or contemporaneous representations, discussions, undertakings, communications, agreements, arrangements, advertisements, and understandings regulating the Licensed Software. This EULA is binding on and made for the benefit of the parties and their successors and permitted assigns.

MODIFICATION.

This EULA may only be modified, supplemented or amended by a writing signed by an authorized officer of VCOM.

SEVERABILITY.

Except as provided in the "Dispute Resolution and Arbitration." Provision, if any provision of this EULA is determined by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this EULA will remain in full force and effect.

WAIVER

No failure or delay by VCOM in exercising its rights or remedies shall operate as a waiver unless made by VCOM's specific written notice. No single or partial exercise of any right or remedy of VCOM shall operate as a waiver or preclude any other, or further, exercise of that, or any other right, or remedy.

U.S. GOVERNMENT USERS.

The Licensed Software and its Documentation qualify as "commercial items," as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as

such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R.12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, VCOM will provide to the Government end user, the Licensed Software and its Documentation with only those rights set forth herein that apply to non-governmental customers. Use of the Licensed Software and its Documentation constitutes agreement by the Government entity that the Licensed Software and its Documentation are commercial, and constitutes acceptance of the rights and restrictions herein. The Licensed Software Contractor/Manufacturer is VCOM or its applicable licensors.

の間の間の一部分ではおおからではない。 とうしょかいきゅう

For U.S. Government End Users, VCOM agrees to comply with all applicable equal opportunity laws including, if appropriate, the provisions of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 USC 4212), and Section 503 of the Rehabilitation Act of 1973, as amended, and the regulations at 41 CFR Parts 66-1 through 60-66, 60-250, and 60-741. The affirmative action clause and regulations contained in the preceding sentence shall be incorporated by reference in this EULA.

PROOF OF COMPLIANCE.

Within 30 calendar days after request from VCOM, or VCOM's authorized representative, Licensee will provide full documentation, and certify under penalty of perjury, that Licensee's use of any and all Licensed Software is in conformity with this EULA.

TERMINATION.

If Licensee breaches this EULA, and falls to cure any breach within 30 calendar days after request from VCOM, or VCOM's authorized representative, VCOM may terminate this EULA, whereupon all rights granted to Licensee shall immediately cease. Furthermore, upon termination, Licensee shall return to VCOM all copies of the Licensed Software, or verify in writing that all copies of the Licensed Software have been destroyed.

MOZILLA PUBLIC LICENSE

The contents of this file are subject to the Mozilla Public License Version 1.1 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at http://www.mozilla.org/MPL/

Software distributed under the License is distributed on an "AS IS" basis, WITHOUT WARRANTY OF ANY KIND, either express or implied. See the License for the specific language governing rights and limitations under the License.

The Original Code is the Mozilla Firefox Source Code.

The Initial Developer of the Original Code is VCOM, a division of Avanquest North America Inc., d/b/a V Communications

Portions created by the Initial Developer are Copyright (C) 2011 VCOM, a division of Avanquest North America Inc. d/b/a V Communications

Contributor(s): VCOM, a division of Avanquest North America Inc. d/b/a V Communications

The Mozilla Public License will be installed in the main application installation folder with filename MPL-1.1.txt

GNU GENERAL PUBLIC LICENSE

The GNU General Public License will be installed in the main application installation folder with filename gpl.txt.

APACHE LICENSE

Copyright 2012 VCOM, a division of Avanquest North America Inc. d/b/a V Communications

Licensed under the Apache License, Version 2.0 (the "License"); you may not use this file except in compliance with the License. The Apache License is installed in the main application installation folder with the filename Apache-2.0.txt.

Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the License for the specific language governing permissions and limitations under the License.